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in the same business in similar situations, are not sustainable. They contravene equal rights, to which all are entitled and the law cannot be enforced uniformly. *Bessette v. People*, 193 Ill. 334, 62 N. E. 215, 56 L. R. A. 558; *Hardee v. Brown*, 56 Fla. 377, 47 South. 534; *State v. Bayer*, 34 Utah, 257, 97 Pac. 129. Laws which interfere with the personal liberty of the citizen, and his right to pursue such avocation or calling as he chooses cannot be constitutionally enacted, unless the health, comfort, safety or welfare of the public so demand. *Ruhstrat v. People*, 185 Ill. 133, 49 L. R. A. 181, 57 N. E. 41; *Bailey v. People*, 190 Ill. 28, 54 L. R. A. 838, 60 N. E. 98; *State v. Gardner*, 58 Ohio St. 599, 51 N. E. 136, 65 Am. St. Rep. 785, 41 L. R. A. 689. A decision to the effect "that some of the class engaged in domestic trade or commerce shall be deemed criminal if they violate the regulations prescribed by the state and others of the same class shall not be bound to regard these regulations, is so manifestly a denial of the equal protection of the law, that further or extended argument to establish that position would seem to be unnecessary." *Connolly v. Union Sewer Pipe Co.*, 184 U. S. 540, 22 Sup. Ct. 431, 46 L. Ed. 679; *Ex parte Hawley* (S. D.) 115 N. W. 93, 15 L. R. A. (N. S.) 138.

CONTRACTS—NO RECOVERY UNDER AN ENTIRE ILLEGAL CONTRACT.—For years the plaintiff had been engaged in the business of sending out circular letters known as "Ridgely's Financial Forecast," intended for the guidance of his clients in their dealings on the New York Stock Exchange. He entered into an agreement with defendants to use his circulars as a medium to influence the purchase of certain stock in the sale of which defendants were interested. The plaintiff carried out his part of the agreement to "bull" the stock among his subscribers and succeeded in materially increasing the sale. In this action to enforce the payment of his compensation under the agreement, *Held*, that the agreement was so tainted with fraud as to render it entirely illegal and unenforceable. *Ridgely v. Keene et al.* (1909), 119 N. Y. Supp. 451.

This is a contract in which the plaintiff assumes on his part, for a money consideration, to perpetrate a fraud upon his subscribers. Such an agreement is void and will not be enforced at the instance of either party in whole or in part. ANSON, CONTRACTS, Ed. 2, p. 182, *Goodell v. Hurlbut*, 5 App. Div. 77, 38 N. Y. Supp. 749, *Higgins v. McCrea*, 116 U. S. 671, *Continental Trust Co. v. Toledo etc. R. Co.*, 86 Fed. 929, *Torpey v. Murray*, 93 Minn. 482, 101 N. W. 609. If the taint of illegality permeates the entire agreement it will vitiate the whole and no recovery can be had for any part thereof. "Where there is one promise made upon several considerations, some of which are bad and some good, the promise is wholly void for it is impossible to say whether the legal or illegal portion of the consideration most affected the mind of the promisor and induced his promise." ANSON, CONTRACTS, Ed. 2, p. 190, *Foley v. Speir*, 100 N. Y. 552, 3 N. E. 477, *Cobb v. Cowdery*, 40 Vt. 28, *Meguire v. Corwine*, 101 U. S. 108, *Widoe v. Webb*, 20 Ohio St. 431.

CONTRACTS—VALIDITY OF CONTRACT IN CONTEMPLATION OF DIVORCE.—The plaintiff entered into an agreement with defendant, her husband, whereby, in event of her obtaining a decree of divorce, she was to receive two thousand

dollars and certain household furniture in full satisfaction of all claims which she might make against him either before or after judgment. She obtained her divorce and received benefit under this arrangement but now seeks to have it annulled and a further provision made for her separate maintenance. *Held*, that the agreement was illegal and would neither be enforced, set aside nor annulled but that a further provision for her support might be made taking into consideration the benefit already received. *Lake v. Lake* (1909), 119 N. Y. Supp. 686.

The general rule is that contracts which affect the freedom or stability of the marriage relation are contrary to public policy and are void. More particularly are agreements to be discouraged which, to effect their validity, stimulate the obtaining of a divorce. *Randall v. Randall*, 37 Mich. 563, 571, opinion by COOLEY, J., citing many authorities, *Paul v. Paul*, 71 Ill. App. 671, *Silberschmidt v. Silberschmidt*, 112 Ill. App. 58. But there are many cases which hold that where the agreement is not calculated to act as such a stimulus by giving a larger settlement than might otherwise be obtained or by offering some other inducement there is no taint of illegality. *Trust Company of America v. Nash*, 50 Misc. Rep. 295, 98 N. Y. Supp. 734. A court of equity acting under the maxim that "he who comes into equity must come with clean hands," will neither enforce nor annul such an illegal agreement but in so far as it has not been executed will treat it as a nullity. EATON, EQUITY, § 20, *Breakey's Appeal*, 66 Pa. St. 187, *Gillet v. Phillips*, 13 N. Y. 119.

COURTS—FEDERAL COURTS—AUTHORITY OF DECISION OF STATE COURTS—"TELEGRAPH."—The civil code of the state gave to telegraph corporations the right to construct and maintain lines of telegraph upon public roads. "Telegraph," in a section of the penal code, was construed by the supreme court of the state to include within its meaning "telephone." The political code provided that with relation to each other the provisions of the four codes must be construed as though all such codes were part of the same statute. Upon the refusal of the complainant, a corporation doing a general telegraph business in the defendant city to renew its franchise which had expired by limitation, the municipal authorities began to cut down the poles. Thereupon the company sued for injunctive relief. *Held*, that the federal court in construing "telegraph" in the civil code is bound to follow the construction placed by the supreme court of the state upon the word "telegraph" in the section of the penal code. *Sunset Telephone & Telegraph Co. v. City of Pomona et al* (1909), — C. C. A., 9th cir. —, 172 Fed. 829.

Admitting that the case is one in which the federal court is bound to follow the construction placed upon the precise statute by the supreme court of the state, still the question is whether or not the federal court in construing "telegraph" in the section of the civil code, must follow the interpretation given to the same word by the state court in construing a section of the penal code. The general rule is that statutory grants of the character here involved "are to be construed strictly in favor of the public, and that whatever is not unequivocally granted is withheld." *Knoxville Water Co. v. Knoxville*, 200 U. S. 22, 26 Sup. Ct. 224, 50 L. Ed. 353; *Charles River Bridge*